

**SANTAMARIA AFFIDAVIT  
EXHIBIT I  
PLAINTIFF'S DEPOSITION  
PP 66-73**

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2 difficulty that you were having with Paul  
3 Santamaria at that time, that is the end of  
4 January beginning of February 2006?

5 A There was a client, a long time  
6 Commercial Bank of New York client, who was  
7 overdrawn in a couple of accounts. And Paul  
8 wanted us to close that account out. And he  
9 felt that I had not obeyed his direction in  
10 paying an overdraft item that came in, while I  
11 felt that I had obeyed his direction because  
12 when it came in there was cash already in the  
13 account.

14 Q Now, which customer client are we  
15 talking about?

16 A The client is Joseph Safdieh,  
17 S-A-F-D-I-E-H.

18 Q What type of business was Joseph  
19 Safdieh in, if you recall?

20 A He had a fairly high end clothing  
21 licenses, and he was also a commercial real  
22 estate investor.

23 Q Now, I take it from your answer to  
24 my prior questions that there was some issue  
25 that Paul Santamaria had with respect to the

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2 way Mr. Safdieh was operating his accounts,  
3 and you said he was overdrawn in his accounts.

4 Is this the first time that these  
5 accounts were overdrawn?

6 A No.

7 Q Over what period of time was there,  
8 were there overdrafts in this account?

9           A         Throughout the year. In fact,  
10      Mr. Safdieh's accounts gave North Fork Bank  
11      high fee income in prior years from  
12      overdrafts.

13 O Did he maintain large balances?

14 A What do you mean by large?

15 Q Did you consider him to have large  
16 balances?

17 A Not particularly.

18 Q Now, you said there was an incident  
19 whereby Mr. Santamaria believed that you had  
20 not followed his instruction.

21 And what instruction did he believe  
22 that he gave to you?

23 MS. GOODELL: Objection to the form  
24 of the question.

25 A I'm sorry, what instructions do I

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2 believe he gave to me?

3                           Q         No, did he believe. You had a  
4 dispute with Mr. Santamaria and you disagreed  
5 with what he thought was the situation.

6                           MS. GOODELL: Objection to the form  
7 of the question.

8                           Q         What was the dispute about?

9                           A         The dispute was sometimes when an  
10 account was overdrawn, a check was presented,  
11 we could pay it anyway, agree to pay it and  
12 then the client would cover it. They could  
13 cover it later in the day or they might cover  
14 it with money.

15                          But Mr. Santamaria might bring  
16 money in earlier before we even checked the  
17 overdraft list. Mr. Santamaria said that he  
18 didn't, at least What I understood later is  
19 that he didn't want us to pay any overdraft  
20 even if it was not overdrawn at the time we  
21 checked it.

22                          Q         Well, I guess you'll have to  
23 explain to me a little bit more about the  
24 banking system. I take it that Mr. Santamaria  
25 instructed no payments on overdrafts; is that

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2       a fair statement, on this account, he didn't  
3       want overdrafts to be paid?

4       A       It wasn't in those words, but if  
5       the account was overdrawn, the way I  
6       understood it, if the account was overdrawn  
7       not to pay it.

8       Q       Okay, because when an instrument  
9       comes in and there isn't sufficient money, you  
10      can either pay it or not pay it.

11         And he said don't pay, so what  
12      happened here?

13       A       We went into our overdraft list and  
14      we, the account, while it was showing that it  
15      hadn't had money at midnight, they had put  
16      cash in it upon the opening of the bank. So  
17      by the time we got there, the account was not  
18      overdrawn anymore.

19       Q       So the check came in, if I  
20      understand what you're telling me, the check  
21      came in the night before?

22       A       Yes.

23       Q       And there were insufficient funds?

24       A       Correct.

25       Q       So is there a list generated then,

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2 an overdraft list?

3 A Yes.

4 Q That is generated?

5 A Yes.

6 Q Who generates that?

7 A It's a computer list generated by  
8 the bank.

9 Q Would it be fair to say then upon  
10 the opening of business each day, someone in  
11 the branch looks at that?

12 A Yes.

13 Q So upon the opening of business,  
14 was there money in the account or not; that's  
15 what I'm not understanding?

16 A When the doors opened, the  
17 controller came and deposited cash. Upon us  
18 checking that overdraft list, it was not  
19 overdrawn anymore.

20 Q When the check hit the night before  
21 it was overdrawn, and then the next day at  
22 some point early in the day, somebody from the  
23 company came in and covered?

24 A Before we checked the overdraft  
25 list, yes.

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Q Before you checked the list?

3

A Yes.

4

Q What would the list at the opening  
5 of business show, overdrawn?

6

A The list would show overdrawn, yes.

7

Q When you came in that day, did you  
8 check the list?

9

A We did check it, yes. I checked it  
10 and my assistant manager checked it.

11

Q And this account showed overdrawn?

12

A The account was not overdrawn then.

13

Q But the list showed it was  
14 overdrawn?

15

A Yes.

16

Q But you had knowledge of your own  
17 that subsequent thereto someone came in and  
18 covered?

19

MS. GOODELL: Objection to the form  
20 of the question.

21

Q Is that what happened, someone came  
22 in from the company?

23

A Yes.

24

Q I take it then from your comments  
25 that Mr. Santamaria was unhappy with the fact

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2 that you paid that account, that check?

3 MS. GOODELL: Objection to the form  
4 of the question.

5 Q Is that a fair statement?

6 MS. GOODELL: Objection to the form  
7 of the question.

8 A Yes.

9 Q What exactly did he say to you, in  
10 words or substance, about the payment of that  
11 check?

12 A He said that he told me not to pay  
13 an account that was overdrawn.

14 Q And how was the matter left if not  
15 resolved?

16 A I told him I misunderstood because  
17 that morning they covered it with cash. It  
18 was not overdrawn anymore. I told him going  
19 forward I wouldn't pay it.

20 Q After the incident with that  
21 account, did the bank take any steps to close  
22 out that relationship?

23 A Yes, we were in process of closing  
24 that account at that time. We sent them a  
25 letter and gave them a certain amount of time

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2 to make other arrangements for banking.

3 Q Did they do so?

4 A Yes.

5 Q When did the relationship exit the  
6 bank?

7 A I don't remember. It was a couple  
8 of weeks I gave them.

9 Q Did there come a time when you had  
10 any other difficulties with Paul Santamaria  
11 after the difficulty you just described in  
12 late January early February 2006 involving the  
13 Safdieh relationship?

14 A Any difficulties with Safdieh or  
15 just any other difficulties?

16 Q No, with Paul Santamaria. I asked  
17 you the question and you said, yes, we had  
18 this Safdieh thing.

19 My next question is, well, was  
20 there anything else?

21 A Yes.

22 Q What was the next thing that  
23 happened?

24 A To the best of my recollection, the  
25 next thing was Paul Santamaria questioning